



**U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Tampa Field Office**

501 East Polk Street, Room 1000

Tampa, FL 33602

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IN THE MATTER OF:

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

And

ROSE LARA
1566 Ewing Ave
Clearwater FL 33756

CHARGING PARTY

CHARGE NOs. 15H-2011-00044
15H-2012-00022

City of Clearwater
Joseph Roseto, HR Director
112 S Osceola Ave
Clearwater FL 33756

RESPONDENT

CONCILIATION AGREEMENT

A charge having been filed under Title VII of the Civil Rights Act of 1964, as amended, with the U.S. Equal Employment Opportunity Commission, by the Charging Party against the Respondent, the charge having been investigated and reasonable cause having been found, the parties do resolve and conciliate this matter as follows:

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I. GENERAL PROVISIONS

1. Commission May Review Compliance With Agreement

The Respondent agrees that the Commission, on request of the Charging Party or on its motion, may review compliance with this Agreement. As a part of such review, the Commission may require written reports regarding compliance, may inspect the Respondent's premises at reasonable times, interview employees, and examine and copy relevant documents.

2. Charging Party's Covenant Not to Sue

The Charging Party agrees not to sue Respondent with respect to any allegations contained in the above-referenced charge. EEOC agrees not to use the above-referenced charge as the jurisdictional basis for filing a lawsuit against the Respondent. However, nothing in this Agreement shall be construed to preclude EEOC and/or the Charging Party from bringing suit to enforce the promises and representations contained herein. Neither does it preclude the Charging Party or the Commission from filing charges in the future.

3. All Employment Practices To Be Conducted In Non-Discriminatory Manner

The Respondent agrees that all hiring, promotion practices, and other terms and conditions of employment shall be maintained and conducted in a manner which does not discriminate on the basis of race, color, sex, religion, national origin, disability, or age in violation of Title VII of the Civil Rights Act of 1964, as amended, the Equal Pay Act of 1963, the Age Discrimination in Employment Act of 1967, as amended, the Americans with Disabilities Act of 1990, as amended, and the Genetic Information Nondiscrimination Act of 2008.

4. Retaliation Prohibited

The Respondent agrees that there shall be no discrimination or retaliation of any kind against any person because of opposition to any practice declared unlawful under Title VII of the Civil Rights Act of 1964, as amended, or because of the filing of a charge; giving testimony or assistance; or participation in any manner in any investigation, proceeding or hearing under Title VII of the Civil Rights Act of 1964, as amended.

5. Reporting Requirements

The Respondent agrees to retain the records, and to provide the written reports under the section in this Agreement entitled "Reporting." These written reports will be sent to the Tampa Field Office of the EEOC located at the Timberlake Federal Building Annex, 501 E. Polk Street, Suite 1000, Tampa, Florida 33602.

6. Duration of the Agreement

This agreement shall remain in full force and effect for three (3) years subsequent to the date of its execution.

II. CHARGING PARTY RELIEF

1. Monetary Relief

Within twenty-one (21) days of the ratification of this Agreement, Respondent will pay Charging Party:

- a. Back Pay - Within twenty-one (21) days of the ratification of this Agreement, Respondent agrees to pay Charging Party the amount of Three Thousand Three Hundred and Thirty-Three Dollars and Thirty-Four cents (\$3,334.34). Respondent will issue Charging Party Form W-2 substantiating same. The parties agree this monetary relief resolves charges 15H-2011-00044 and 15H-2012-00022.
- b. Compensatory Damages - Within twenty-one (21) days of the ratification of this Agreement, Respondent agrees to pay the Charging Party the amount of Thirty Thousand dollars (\$30,000). This amount includes pecuniary and non-pecuniary compensatory damages including but not limited to emotional harm and out of pocket expenses. Respondent will issue Charging Party Form 1099 (Misc/Box 3) substantiating same. The parties agree this monetary relief resolves charges 15H-2011-00044 and 15H-2012-00022.
- c. Attorney Fees - Within twenty-one (21) days of the ratification of this Agreement, Respondent agrees to pay Charging Party's attorney, Ryan Barack, Sixteen Thousand Six Hundred Sixty-Six dollars and Sixty-Six cents (\$16, 666.66) in attorney fees. Respondent will send to Ryan Barack of Kwalls, Showers & Barack, P.A. at 133 North Fort Harrison Avenue, Clearwater FL 33755. Respondent will issue Ryan Barack Form 1099 (Misc/Box 3) substantiating same. The parties agree this monetary relief resolves charges 15H-2011-00044 and 15H-2012-00022.
- d. Withdrawal of Action Plan - The plan was completed successfully and is, therefore, no longer in effect. Research indicates a signed copy of the plan no longer exists. In any case, it cannot impact Ms. Lara's future performance.

2. Charging Party Not To Be Penalized For Filing Charges

Respondent agrees that no other potential employers will be advised in any way of the facts or circumstances of these proceedings.

3. Training

Within 90 (days) of the ratification of this Agreement, Respondent agrees to provide training on discrimination with specific emphasis on the prohibition against gender discrimination and retaliation under Title VII of the Civil Rights Act of 1964, as amended.

4. Confidentiality

The parties agree that the terms of this agreement will remain confidential, except where limited disclosure is necessary for the purpose of filing tax and related forms.

III. NOTICE REQUIREMENTS

Respondent agrees to post the notice set forth in Appendix A on all bulletin boards where notices to employees and/or applicants for employment are normally posted.

Such notices shall remain posted for three (3) years following the effective date of this agreement.

IV. REPORTING

1. Report on Monetary Relief

Within thirty (30) days of the ratification of this Agreement, Respondent agrees to provide a copy of the check given to Charging Party as proof of payment.

2. Reports on Training Activities

Within thirty (30) days of the ratification of this Agreement, Respondent agrees to provide a written report to the Commission outlining the manner in which the training as required under Section II (paragraph 3) has been scheduled for completion. Within ten (10) days of the completion of the training, Respondent will provide EEOC a copy of the sign-in sheet for training listing the names of the managers and supervisors that attended the training.

V. SIGNATURES

I have read the foregoing Conciliation Agreement and accept and agree to the provisions contained therein.

Date

Mayor

Attest:

Rosemarie Call
City Clerk

Date

Rose Lara
CHARGING PARTY

I recommend approval of this Conciliation Agreement:

Date

Cynthia M. Woodruff
Investigator

Approved on behalf of the Commission:

Date

Georgia Marchbanks
Tampa Field Office Director

APPENDIX A
NOTICE
STATEMENT OF EEOC POLICY

It is the policy of the City of Clearwater to offer employment opportunities to all qualified employees and applicants, regardless of sex, race, color, religion, national origin, age, or disability. There will be no intentional discrimination in violation of the provisions of Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act (ADEA), or the Equal Pay Act (EPA) of 1963, or the Americans with Disabilities Act Amendments Act (ADAAA), or Title II of the Genetic Information Nondiscrimination Act (GINA).

We wish to emphasize that it is the Respondent's fundamental policy to provide equal opportunity in all areas of employment practices. All employees shall feel free to exercise their rights under this policy.

The Respondent will not retaliate against any employee because he or she has opposed any practice made unlawful under Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act (ADEA), as amended, or the Equal Pay Act (EPA) of 1963, or the Americans with Disabilities Act Amendments Act(ADAAA), or Title II of the Genetic Information Nondiscrimination Act (GINA) or has filed charges, testified, assisted or participated in any manner in any Civil Rights Act investigation, proceedings, hearing or lawsuit.

An employee has the right, and is encouraged to exercise that right, to report allegations of employment discrimination in the work place. While reporting is not a requirement an employee may do so by notifying any respondent official. Any report of such an allegation will be thoroughly investigated, with appropriate sanctions taken against any person(s) found to have engaged in inappropriate conduct.

An employee may, either alternatively or in addition to reporting such an allegation to management, contact the U.S. Equal Employment Opportunity Commission, or any Federal or State compliance agency, for the purposes of filing a charge of employment discrimination.

Date

Respondent

DO NOT REMOVE THIS NOTICE!

This notice is posted pursuant to a Conciliation Agreement entered into with the U.S. Equal Employment Opportunity Commission.